SECTION NO. 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the engineer in writing, will be made by the engineer and based on measurement taken by him or his assistants. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on plans or specified. Structures shall be measured to the neat lines as shown on the plans, or as ordered in writing by the engineer.

When base course, topsoil, surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the engineer. The engineer may require all vehicles to have uniform capacity.

90-02 SCOPE OF PAYMENT

The contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, and incidentals necessary to complete the work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the engineer, and for all risks of every description connected with the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trade-mark, or copyright; and for completing the work according to the plans and specification. Neither the payment of any estimate nor of any retained percentage shall relieve the contractor of any obligation to make good any defective work or material.

No moneys, payable under contract, or any part thereof, except when the estimate for the first month or period is less than 25% of the total contract, said estimate shall become due and payable if the owner so elects, until the contractor shall satisfy the said owner that he has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith, and the owner, if he so elects, may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any monthly or final estimate.

Evidence of the settlement or payment for such materials and equipment used in or upon the work and labor done in connection therewith, to be furnished to the owner, shall consist of receipted bills or partial waivers of lien for such materials and equipment and a Contractor's Affidavit, on a form furnished by the owner, properly filled out and executed by the contractor.

In the event the surety on any contract or payment bond given by the contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in a State revoked as provided by law, the owner may, at its election, withhold payment of any estimate filed or approved by the engineer until the contractor shall give a good and sufficient bond in lieu of the bond so executed by such surety.

90-03 PAYMENT FOR INCREASED OR DECREASED OUANTITIES

When alterations in the plans or quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

90-04 PAYMENT FOR OMITTED ITEMS

The engineer shall have the right to cancel or alter the portions of the contract relating to the construction of any item or items therein by the payment to the contractor of a fair and equitable amount covering all items of costs incurred prior to the date of cancellation, alteration, or suspension of the work by order of the engineer. The contractor shall accept payment in full at the contract unit prices for any work actually performed prior to the date of cancellation, alteration, or suspension of the work by order of the engineer. No allowance will be made for anticipated profits in reimbursements to the contractor for omitted items of work. Acceptable materials ordered by the contractor or delivered on the work prior to the date of cancellation, alteration, or suspension of the work by order of the engineer will be paid for at the actual cost to the contractor and shall thereupon become the property of the owner. The contractor shall submit immediately certified statements covering all money expended in preparation for any omitted item and he shall be reimbursed for any money expended in preparation for work on any omitted item when such preparation has no value to the remaining items of the contract, Or for a proportionate amount based on the total contract price over which such preparation would ordinarily be distributed when other items are included in such preparation.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

All extra work done on a force account basis will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the contractor as payment in full for the use of small tools, superintendent's services, timekeeper's service, premium on bond, and all other overhead expenses incurred in the prosecution of all extra work done on a force account basis. Payment will be made as follows:

- (a) For all materials purchased by the contractor and used in this specific work he will receive the actual cost of such materials including freight charges, as shown by original receipted bills for materials and freight, to which will be added an amount equal to fifteen (15) percent of the sum thereof.
- (b) For all labor, teams, and foremen, engaged in the specific operation, the contractor will receive the wage prevailing and paid on the project for each and every hour that said labor, teams, and foremen are actually engaged in such work, to which will be added an amount equal to (15) percent for the sum thereof. In addition, the contractor shall be paid a sum equal to the work man's compensation insurance premium and the actual cost of Social Security taxes, computed on the base rate for the class of work involved, for the actual amount of the payroll.
- (c) For any machine, power, and equipment which it may be deemed necessary or desirable to use, the contractor will be allowed a reasonable rental price, which will be agreed up on in writing before such work is begun for each and every hour that said machinery or equipment is in use on such work, to which sum or percentage will be added.

The contractor's timekeeper and inspector shall compare records of extra work on a force account basis at the end of each day. Copies of these records shall be made in duplicate by the inspector and shall be signed by both the inspector and the contractor's timekeeper, one copy being forwarded respectively to the engineer and the contractor.

No extra work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.

Bills for force account work must be sworn to and submitted in triplicate to the engineer with the current monthly estimate.

90-06 PARTIAL PAYMENTS

The engineer will make written estimates of the materials completed in place and the amount of work performed in accordance with the contract during the current period of time between estimates and the value thereof figured at the contract unit prices. From the total of the estimate so ascertained will be deducted an amount equivalent to ten (10) percent of the whole, to be retained by the owner until after the completion of the entire contract in an acceptable manner, and the balance of the sum equivalent to ninety (90) percent of the whole, shall be certified to by the engineer for payment. Estimates will be made monthly or for such longer periods as mutually agreed upon. No estimates except final estimates will be made for a sum less than five hundred dollars (\$500.00). The estimates will be approximate only and all partial or monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimates.

Should any defective work or material be discovered, or should reasonable doubt arise as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.

Upon presentation of certified copies of receipted bills and freight bills the owner at its discretion may include in such monthly estimates, payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such material when so paid for by the owner becomes the property of the owner, and in case of default on the part of the contractor, the owner may use or cause to be used by others these materials in construction of the project.

90-07 ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for by the contract shall have been completely performed on the part of the contractor, and all parts of the work have been approved by the engineer, a final estimate showing the value of the work will be prepared by the engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the contractor as soon as practicable after the final approval of the work, provided the contractor has furnished for the purpose of such improvements have been paid or that the person or persons to whom the same may be due have consented to such final payment.

The contractor shall deliver to the owner a complete release of all liens arising out of this contract, together with an executed Contractor's Affidavit and an executed final Waiver of Lien from all Suppliers and subcontractors on a form furnished by the owner, before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the owner such amounts as the owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract and shall relieve the owner from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the owner relating to or connected with the contract.

Jgle County Prevailing Wage for September 2004

rade Name	RG	TŸP	C =	Base	FRMAN	*M-F>8			H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		21.430	22.430	1.5	1.5	2.0	5.000	7.950	0.000	0.500
^SBESTOS ABT-MEC		\mathtt{BLD}		18.950	0.000	1.5	1.5	2.0	2.700	3.350	0.000	0.000
OILERMAKER		BLD			31.970		2.0	2.0	5.770	6.600	0.000	0.210
BRICK MASON		BLD			30.000		1.5			6.920		
CARPENTER		HWY			27.800		1.5			6.330		
ARPENTER	N	BLD			29.840					6.950		
ARPENTER	S	BLD			27.350					6.370		
CEMENT MASON		ALL			29.250					6.730		
CERAMIC TILE FNSHER		BLD		22.930	0.000					3.500		
OMMUNICATION TECH		BLD			28.000					7.770 7.440		
LECTRIC PWR EQMT OP ELECTRIC PWR GRNDMAN		ALL ALL			34.540 34.540					5.760		
TLECTRIC PWR LINEMAN		ALL			34.540					8.850		
LECTRIC PWR TRK DRV		ALL			34.540					5.950		
ELECTRICIAN		BLD			34.200					9.770		
ELEVATOR CONSTRUCTOR		BLD			38.050					3.150		
LAZIER		BLD		26.080	27.080	1.5	1.5	2.0	4.850	5.250	0.000	0.300
T/FROST INSULATOR		BLD		26.710	28.040	1.5	1.5	2.0	5.000	6.640	0.000	0.000
IRON WORKER		ALL		29.450	30.920	2.0				13.53		
T ABORER		BLD			22.430					7.950		
ABORER		HWY			21.730					7.550		
LABORER, SKILLED		HWY			22.830					7.550		
LATHER	N	BLD			29.840					6.950		
ATHER	S	BLD			27.350					6.370		
ACHINIST		BLD		22.930	36.290					4.100		
MARBLE FINISHERS MARBLE MASON		BLD			25.780					5.000		
ILLWRIGHT		BLD			33.390					8.150		
PERATING ENGINEER			1	34.050						5.100		
OPERATING ENGINEER				33.350						5.100		
PERATING ENGINEER				30.900						5.100		
PERATING ENGINEER				28.900						5.100		
OPERATING ENGINEER		HWY	1	33.900	37.900	1.5	1.5	2.0	5.800	5.100	1.800	0.550
OPERATING ENGINEER		HWY	2	33.350	37.900	1.5				5.100		
PERATING ENGINEER				32.050						5.100		
PERATING ENGINEER				30.500			1.5			5.100		
OPERATING ENGINEER			5	29.150						5.100		
PAINTER		ALL			29.100					4.200		
[LEDRIVER	NT.	HWY			27.800 30.950					6.330		
filedriver Piledriver	N S	BLD			28.460					6.370		
CPEFITTER		BLD			34.030					6.130		
ASTERER		BLD			29.920					6.310		
PLUMBER		BLD			34.030					6.130		
ROOFER		BLD			33.450					2.630		
IEETMETAL WORKER		BLD		29.690	31.620	1.5	1.5	2.0	4.400	8.850	0.520	0.290
PRINKLER FITTER		BLD		29.390	30.890	1.5				4.950		
STONE MASON		BLD			30.000					6.920		
TLECOM WORKER		ALL			23.400					2.650		
RRAZZO FINISHER		BLD		22.930	0.000					3.500		
TERRAZZO MASON		BLD			25.780					5.000		
TILE LAYER		BLD			29.840					6.950		
LE LAYER	S	BLD			27.350 25.780					6.370 5.000		
:LE MASON TRUCK DRIVER		BLD	1		0.000					2.750		
TRUCK DRIVER				19.708	0.000					2.750		
UCK DRIVER				19.868	0.000					2.750		
IRUCK DRIVER				20.068	0.000					2.750		
TRUCK DRIVER				20.668	0.000					2.750		
UCK DRIVER	E			27.500			1.5	2.0	4.200	3.100	0.000	0.000

RUCK	DRIVER	\mathbf{E}	ALL	2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
RUCK	DRIVER	E	ALL	3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK	DRIVER	E	ALL	4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK	DRIVER	N	ALL	1	24.180	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
RUCK	DRIVER	N	ALL	2	24.330	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
TRUCK	DRIVER	N	ALL	3	24.530	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
TRUCK	DRIVER	N	ALL	4	24.730	24.730	1.5	1.5	2.0	4.350	6.200	0.000	0.000
RUCK	DRIVER	S	ALL	1	24,235	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
RUCK	DRIVER	S	ALL	2	24.635	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
TRUCK	DRIVER	S	ALL	3	24.835	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
"RUCK	DRIVER	S	ALL	4	25.085	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
RUCK	DRIVER	S	ALL	5	25.835	0.000	1.5	1.5	2.0	6.500	2.750	0.000	0.000
⊥UCKP(DINTER		BLD		28.000	30.000	1.5	1.5	2.0	4.800	6.920	0.000	0.350

egend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

GLE COUNTY

ARPENTER, LATHER, MILLWRIGHT, PILEDRIVER AND TILE LAYER (NORTH) - hat part of Ogle County East from the Winnebago County western boundary and North of n imaginary line running east and west located 4 miles north of the ity of Oregon.

TRUCK DRIVER (EAST) - That part of the county East of Rt. 251, acluding all portions of the city of Rochelle, and South of Rt. 72. RUCK DRIVER (SOUTH) - That part of the county West of Rt. 251 and South of Rt. 72.

"RUCK DRIVER (NORTH) - That part of the county North of Route 72.

The following list is considered as those days for which holiday rates f wages for work performed apply:

we Years Day, Memorial/Decoration Day, Fourth of July, Labor Day,
Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these

inclidays which fall on a Sunday is celebrated on the following Monday. his then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after manksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by plication of aggregate chips or gravel to coated surface, and absequent rolling of material to seal the surface.

"TPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems e to be removed. This includes the removal of asbestos materials om ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

SBESTOS - MECHANICAL - removal of asbestos material from mechanical Lystems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

ERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo echanic by performing their historic and traditional work assignments aquired to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic akes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

nstalling, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna 'elevision, closed circuit television, low voltage control for omputers and/or door monitoring, school communications systems, celephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, ransmitters, receivers, and associated apparatus which operates in onjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than en-foot runs strictly for protection of cable) and 120 volt AC (or igher) power wiring and associated hardware.

"RUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

- class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by sparate units, truck driver helpers, warehouse employees, mechanic slpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.
- lass 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Ork lifts over 6,000 lb. capacity, winch trucks, four axle ombination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more.

 Drivers on water pulls, articulated dump trucks, mechanics and working prepersons, and dispatchers. Five axle or more combination units.

 Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while caployed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

is shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting iterials and equipment (including but not limited to, oils, aggregate applies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling iterial when in connection with the actual oil and chip contract. Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

BORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of he site of the work: asbestos abatement worker, handling of any

haterials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus lepth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite lozzle men, lead man on sewer work, welders, cutters, burners and orchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw perator, screedman on asphalt pavers, laborers tending masons with ot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, Turb asphalt machine operator, ready mix scalemen (permanent, portable r temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of uildings, pump men, manhole and catch basin, dirt and stone tamper, ose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, 11 mechanical joints to watermain work, sewer worker, and tapping .ater service and forced lift station mechanical worker.

RUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST AND NORTH

- lass 1. Two or three Axle Trucks. A-frame Truck when used for ransportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; "mbulances; Batch Gate Lockers; Batch Hopperman; Car and Truck ashers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics melpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; elf-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; lurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or arnatrailers when pulling other than self-loading equipment or milar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- lass 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; impsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar nuipment over 16 cubic yards; Explosives and/or Fission Material rucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry rucks, 1-man operation; Winch trucks, 3 axles or more; echanic--Truck Welder and Truck Painter.

[&]quot;lass 4. Six axle trucks; Dual-purpose vehicles, such as mounted

rane trucks with hoist and accessories; Foreman; Master Mechanic; Jelf-loading equipment like P.B. and trucks with scoops on the front.

PERATING ENGINEERS - BUILDING

- Class 1. Assistant Craft Foreman; Craft Foreman; Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto (requires Two ingineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck lounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Tower, Cranes, All, Cranes, Hammerhead, Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, raveling; Formless Curb and Gutter Machine; Grader, Elevating; routing Machines; Highlift Shovels or Front Endloader 2-1/4 vd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two tugger One loor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; .iotor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes; Squeeze Cretes-screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill; Roto Mill Grinder; coops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tie Back Machine; Tractor with Book and Side Boom; Trenching Machines.
- lass 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, ll Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift hovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; oists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.
- lass 3. Air Compressor; Asphalt Spreader; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Flevators (Rheostat Manual ontrolled); Hydraulic Power Units (Pile Driving and Extracting); Lumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric rill Winches; Bobcat (up to and including 3/4 cu. yd.).
- Class 4. Hoists, Inside Elevators, Push Button with Automatic Doors; Oilers; Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

lass 1. Craft Foreman; Asphalt Plant, Asphalt Heater and Planer combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson attachment; allast Regulator, Belt Loader; Caisson Rigs; Car Dumper; Central adi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with rttachments); Concrete Breaker (Truck mounted): Concrete Conveyor; oncrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; errick Boats; Derricks, Traveling; Directional Boring Machine over 2"; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, levating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, abgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three _rum; Hydraulic Backhoes; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock 'rill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor with Boom; Tractor-aire with Attachments; Traffic Barrier conveyor machine; Raised or Blind Hole; Prenching Machine; Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with Attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. it.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or

'ront Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; Laser Screed; All Locomotives, Dinky; Pump Cretes;

queeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, sphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of ize); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, ompactor, etc. Tug Boats.

- Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; ompressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, utomatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep iggers, Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A" Frame; Work Boats; Tamper Form-Motor Driven.
- Class 4. Air Compressor Small and Large; Asphalt Spreader, Backend an; Bobcat (Skid Steer) all; Combination Small Equipment Operator; irectional Boring Machine up to 12"; Generators Small 50kw and Under; Generators Large over 50kw; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; ight Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Tract-aire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

lass 5. Oilers and Directional Boring Machine Locator.

Other Classifications of Work:

pr definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no sighboring county rate applies to the task, the Department shall adertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL 618/993-7271 for wage rates or clarifications.

Landscaping work falls under the existing classifications for laborer, perating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing plassification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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NOTICE OF AWARD

TO:	Fischer Excavating, Inc.
	1567 Heine Road
	Freeport, IL 61032
	PROJECT DESCRIPTION
Contr	act #1 City Lead Track Extension, City of Rochelle, Rochelle, IL
You a \$1.08 You a requir Notice If you OWN your I	Advertisement for BIDS dated October 12, 2004 and Information for Bidders. The hereby notified that your BID HAS BEEN ACCEPTED for items in the amount of 16,706.67 are required by the information for bidders to execute the Agreement and furnish the red CERTIFICATES OF INSURANCE within ten (10) Calendar Days from the date of the reto You. I fail to execute said Agreement within ten (10) days from the date of this Notice, said ter will be entitled to consider all you rights arising out of the OWNER'S acceptance of BID as abandoned. The OWNER will be entitled to such other rights as may be granted by You are required to return an acknowledged copy of this NOTICE OF AWARD to the IER.
Dated	this day of, 2004.
	BY:
	TITLE:
	ACCEPTANCE OF NOTICE
Recei	pt of the above NOTICE OF AWARD is hereby acknowledged by
	this, the day of, 2004.
	TITLE:
·- - ·	Contractor

AGREEMENT

THIS AGREE	EMENT,	made this	day of		, 20 0 3 by and	between
The City of Re	ochelle,	420 N. Sixth	Street, Rochelle,	Illinois,	hereinafter calle d the OW	VNER and
Fische	r Excava	ating Inc.,	·			
doing busines	s as(an i	Individual), (I	Partnership) or (a	ı corporat	ion) hereinafter called the	•
CONTRACTO	OR.		•			
WITNESSET	H; That	for and in cor	nsideration of the	payment	s and agreements herein a	after
mentioned:						
1. The CONT	TRACTO	OR will comm	nence and comple	ete the co	nstruction of Contract #1	, City
Lead Track I	Extensio	on, City of Ro	chelle, Rochelle	e, Illinois		
2. The CONT	TRACTO	OR will furnis	h all of the mate	rials, supp	plies, tools equip ment, lab	or and
other services	necessa	ry for the con	struction and cor	npletion (of the PROJECT describe	d herein.
3. The CONT	TRACTO	OR will comm	nence the work re	equired by	y the CONTRACT DOCU	JMENTS
within 10	_ Calend	lar Days after	the date of the N	OTICE T	TO PROCEED and will co	mplete
the <u>Section O</u>	ne by Fe	bruary 1, 200	5 and the remain	der shall	be completed by July 1, 2	005 unless
the period for	comple	tion is extende	ed otherwise by t	he CONT	TRACT DOCUMENTS.	
4. The CONT	ract(OR agrees to p	perform all of the	WORK	described in the CONTRA	ACT
DOCUMENT	ΓS and c	omply with th	e terms therein f	or the sur	n of <u>\$1,086,706.67</u>	or as
shown in the	BID SC	HEDULE.			÷	
5. The term "	CONTR	ACT DOCUN	MENTS" means	and inclu	des the following:	
	A B. C. D. E. F. G.	~ ^	oceed er epared by Simmo		ssociates P.C., Consulting helle, Illinois. and dated S	-

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) parts each of which shall be deemed an original on the date first above written.

	OWNER:	
(Seal)	City of Rochelle	
		·
ATTEST:		
Name:		
	CONTRACTOR:	
	Ву:	
	Name:	·
(Seal)	Address:	
ATTEST:		
Name:		
Title:		

PERFORMANCE BOND

KN(W TO ALL MEN BY THESE PRESENTS: that
	Fischer Excavating, Inc.
	Name of Contractor
	1567 Heine Road, Freeport, IL 61032
	Address of Contractor
a	Corporation hereinafter called Principal
and	
	Name of Surety
	Address and Telephone Number of Surety
here	after called Surety, are held and firmly bound unto the The City of Rochelle
	after called OWNER, in the penal sum of One Million Eight-Six Thous and Seven
	red Six and 67/100
Dol	rs (\$1,086,706.67) in lawful money of the United States, for the
payı	ent of which sum well and truly to be made, we bind ourselves, successors, and assigns,
join	y and severally, firmly by these present.
	CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a n contract with the OWNER, dated the day of, 2004, a
cop	of which is hereto attached and made a part of hereof for the construction of:

CONTRACT #1 CITY LEAD TRACK EXTENSION CITY OF ROCHELLE ROCHELLE, IL

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to Surety and during the one guaranty period, and if he shall satisfy indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same in any

wise affect its obligation this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrumshall be deemed as original, this the		ed in four (4) counterparts each one which f, 2004.
ATTEST:		
		Principal Contractor
	By:	
Principal Secretary		
Witness to Principal		Address
Address		
(Seal)		
ATTEST:		
	By:	Surety
Witness as to Surety		Attorney in Fact
Address	·	Address
		·
		Telephone Number of Surety

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current lost (Circular 470 as amended) and be authorized to transact business in the State of Illinois.

PAYMENT BOND

KNOW TO ALL MEN BY THESE PRESENTS: that

Fischer Excavating, Inc.
Contractor
1567 Heine Road, Freeport, IL 61032
Address
a Corporation hereinafter called the Principal
and
Surety
Address and Telephone of Surety
hereinafter called Surety, are held and firmly bound unto the CITY OF ROCHELLE, ROCHELLE, ILLINOIS hereinafter called OWNER, in the penal sum One Million Eighty-Six Thousand Seven Hundred Six and 67/100
Dollars (\$1,086,706.67) in lawful money of the United S tates, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of, 2004, a copy of which is hereto attached and made a part hereof for the construction of:

CONTRACT #1 CITY LEAD TRACK EXTENSION ROCHELLE, IL

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in said WORK, and for all labor performed in such WORK whether by SUBCONTRACTORS or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

CONTRACTOR is required to include, in all CONTRACTOR'S BONDS hereunder, a provision guaranteeing the faithful performance of the prevailing wage clause as provided by this Contract.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that

no change, extension of time, alteration or addition to the term of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be satisfied.

shall be deemed an original, this the		l in four (4) counterparts each one of which, 2004.
ATTEST:	•	
		Principal Contractor
Principal Secretary	By:	<u>-</u>
Witness to Principal		Address
Address	<u></u>	
(Seal)		
ATTEST:		
	Ву:	Surety
Witness as to Surety	Бу	Attorney in Fact
Address	·····	Address

NOTE: Date of Bond must not be prior to date of CONTRACT. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's current list (Circular 470 as amended) and be authorized to transact business in the State of Illinois.

NOTICE TO PROCEED

TO:	Fischer Excavating	DATE:
	1567 Heine Road	PROJECT: Contract #1
	Freeport, IL 61032	
		Rochelle, IL
datad		e WORK in accordance with the AGREEMENT
WAR	K within calendar days	and you are to complete the
WON	Calchdal days	thorcartor.
		· ·
		Owner
		· · · · · · · · · · · · · · · · · · ·
	ACCEPTANCE OF NOTICE	
	THOUSE WITHOUT OF THOUSE	
	ipt of the above NOTICE TO PROCEE	ED is hereby
аскпо	owledged by:	
	Contractor	
this t	he day of	_2004.
	•	
Bv:		
-J·_		
Title		

CHANGE ORDER

CHANGE ORDER NO
DATE:
AGREEMENT DATE:
NAME OF PROJECT: CONTRACT #1, CITY LEAD TRACK EXTENSION CITY OF
ROCHELLE – ROCHELLE, ILLINOIS
OWNER: City of Rochelle
CONTRACTOR:
The following changes are made to the CONTRACT DOCUMENTS:
Change to CONTRACT PRICE:
Original CONTRACT PRICE: \$
Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by
\$
The new CONTRACT PRICE including this CHANGE ORDER will be: \$
Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) (decreased) by calendar days.
The date for completion of all work will be(date)
APPROVALS REQUIRED
To be effective this ORDER must be approved by the Flagg Rochelle Park District, if it changes
the scope or objective of the PROJECT, or as may otherwise be required by the Supplemental
General Conditions.
Requested By:
Recommended By:
Accepted By:

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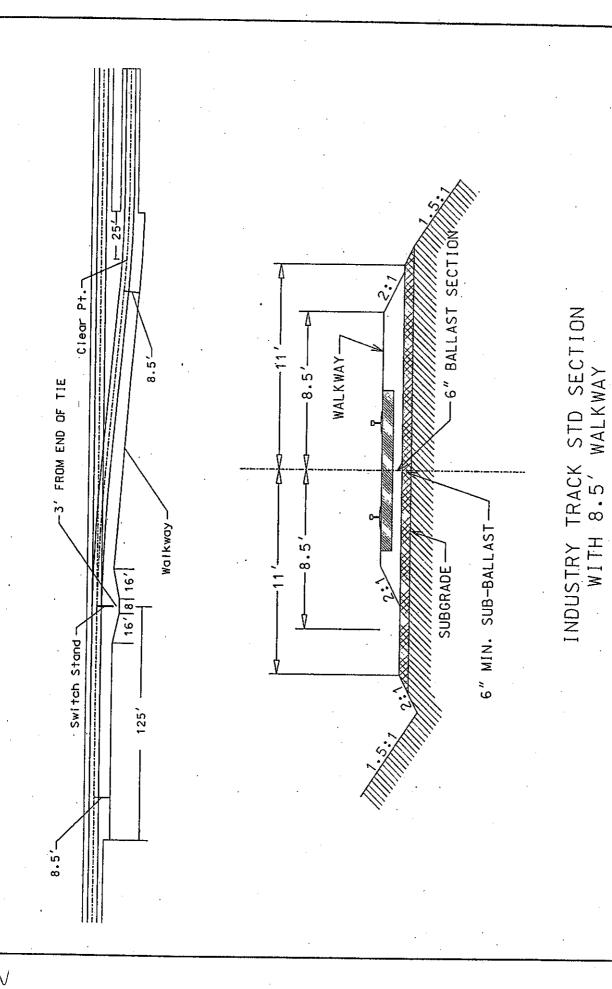
NOTICE TO PROCEED

CHANGE ORDER

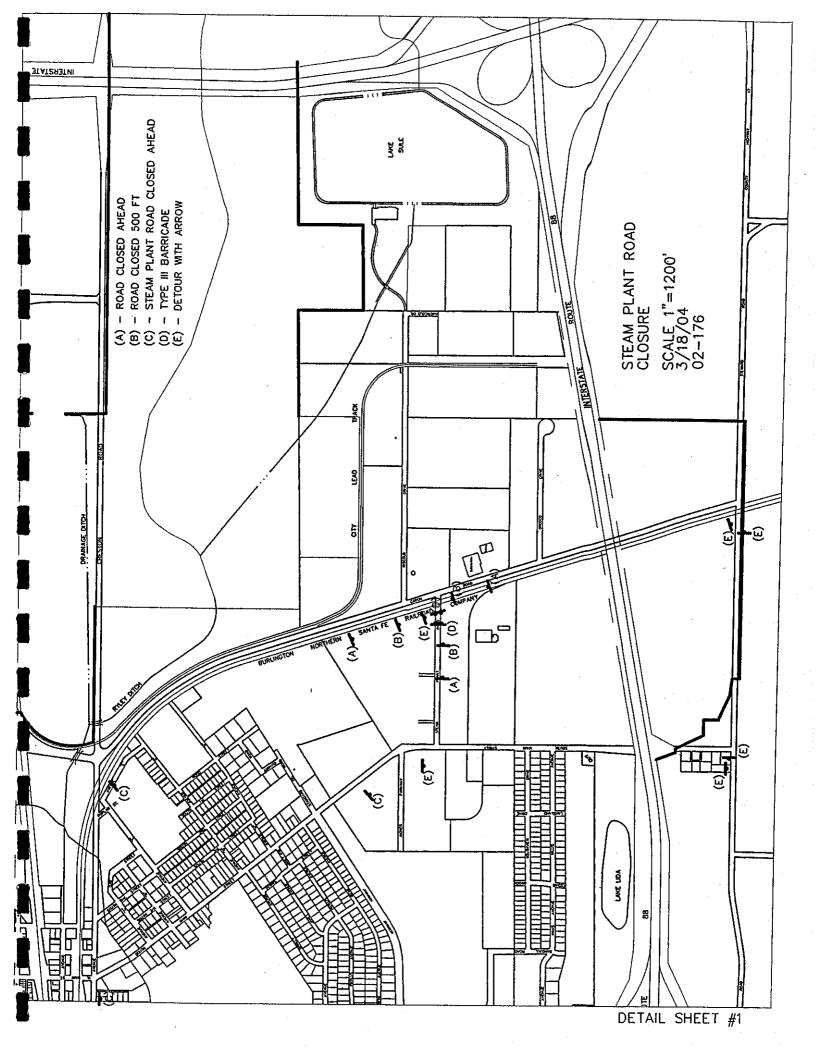
SECTION 5

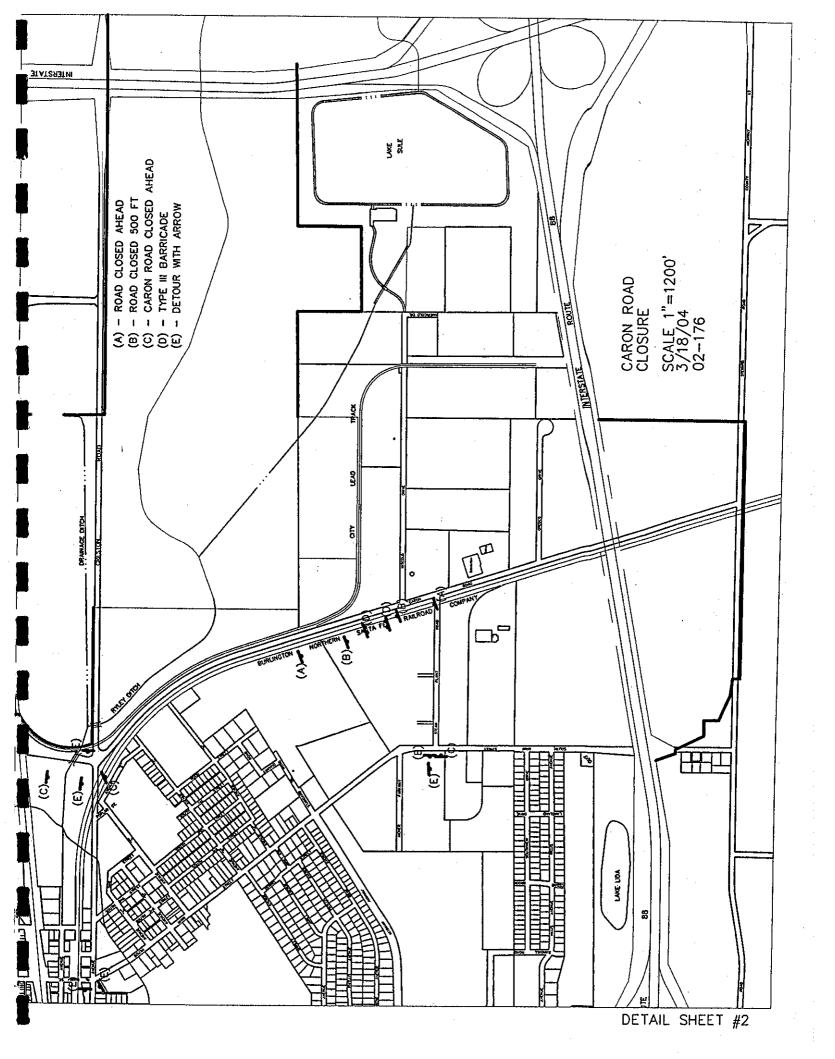
WORKING DRAWINGS

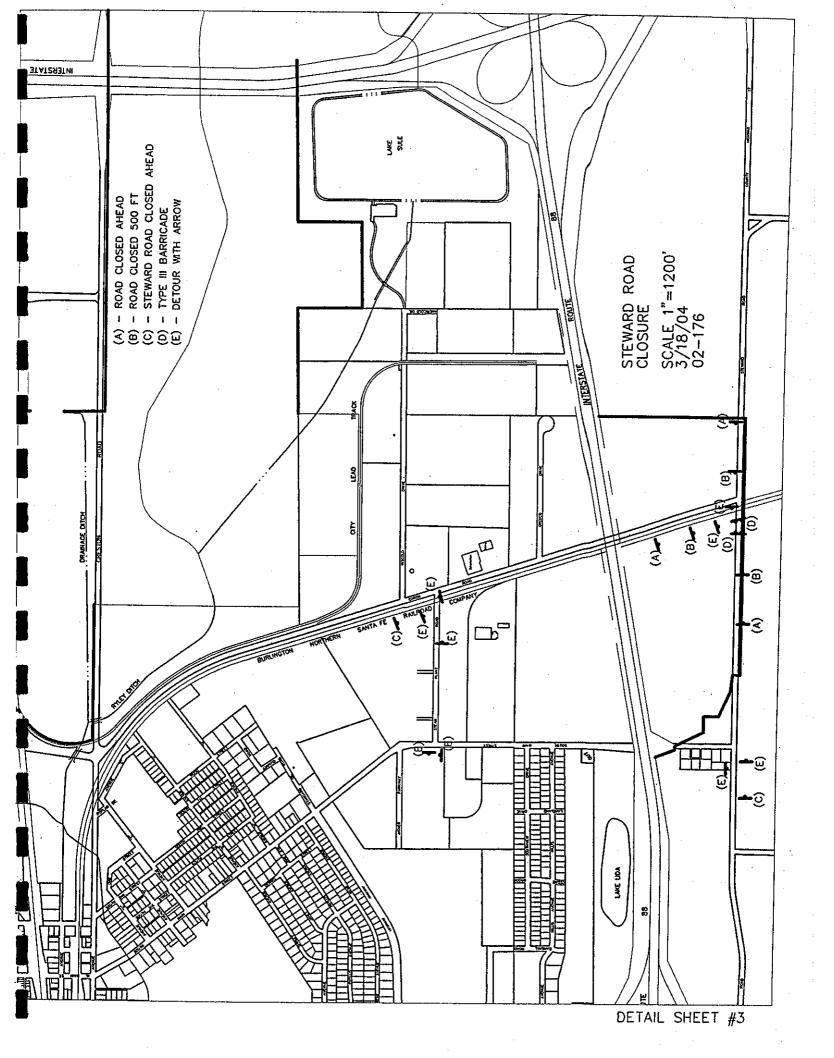
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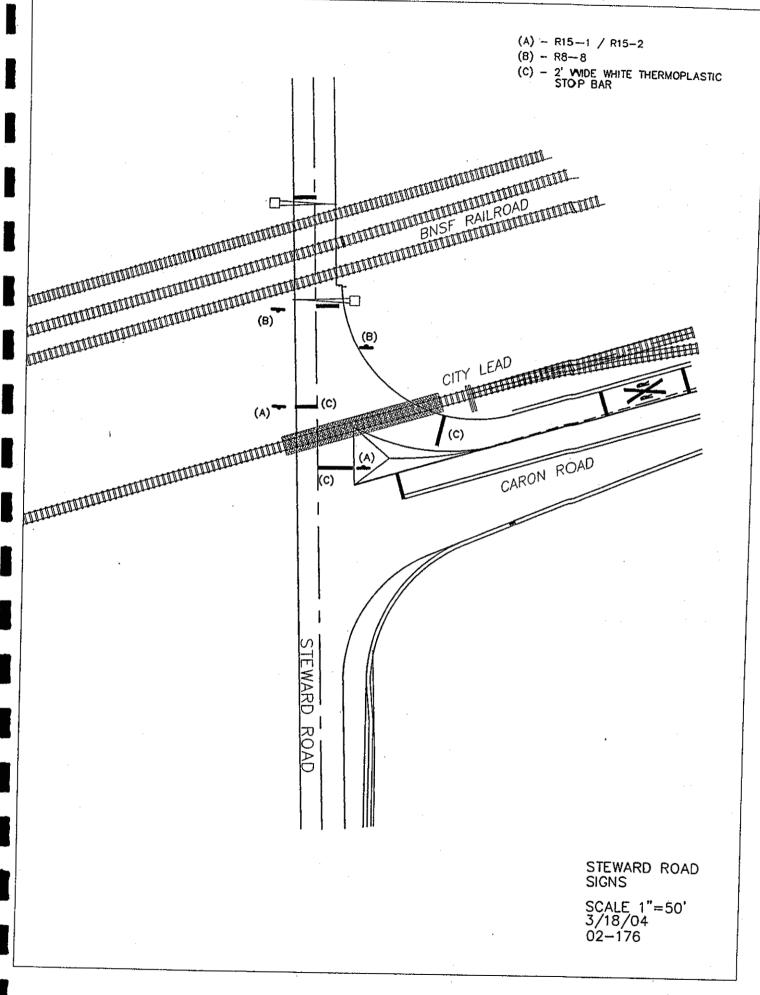


BNSF ENG SVCS - 10/12/01









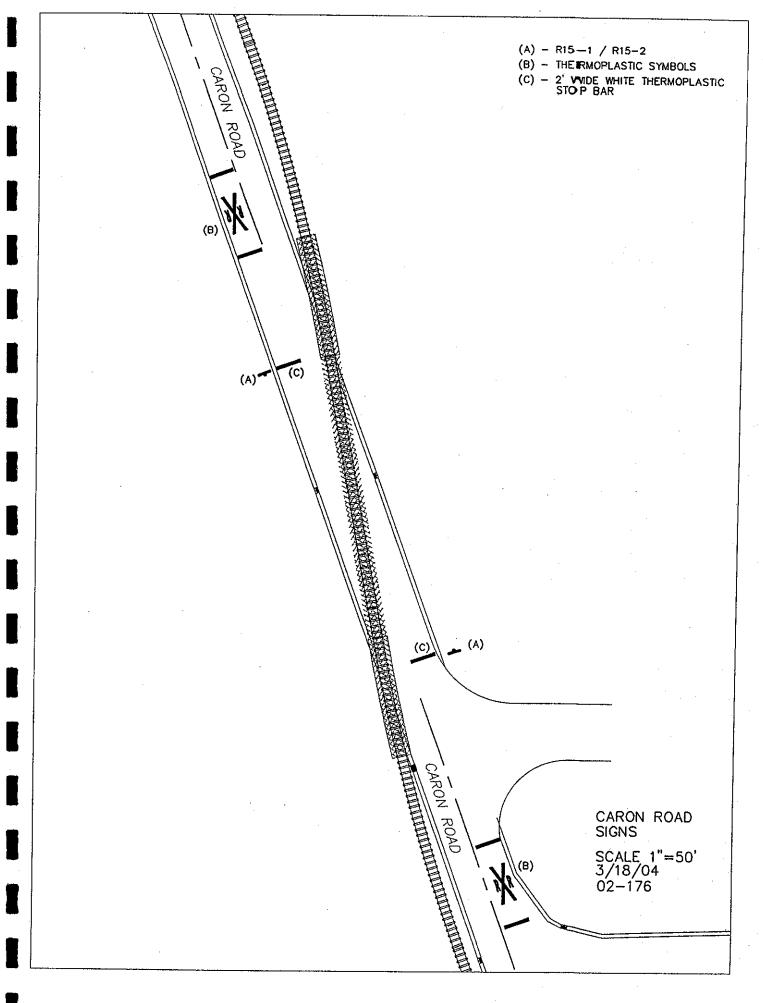


Figure 8B-1. Highway-Rail Grade Crossing (Crossbuck) Signs



R15-1 (drilled for 90-degree mounting)



R15-2

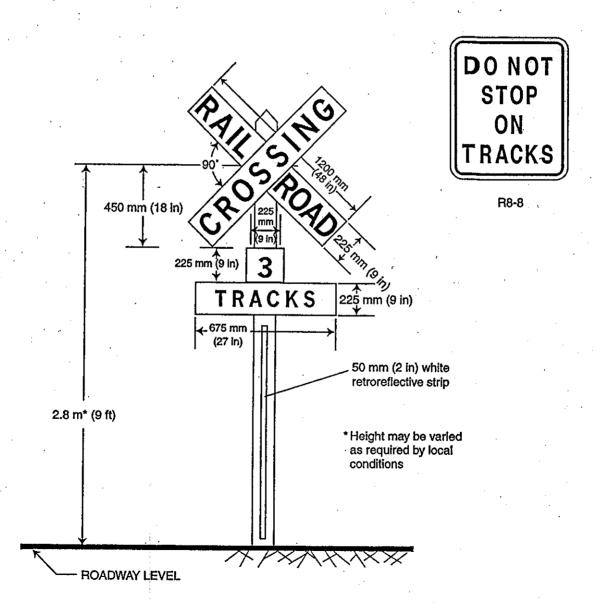
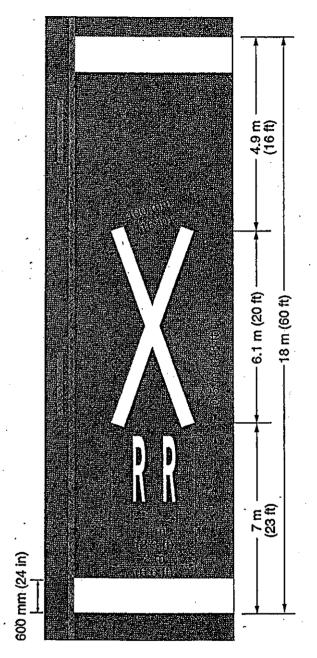
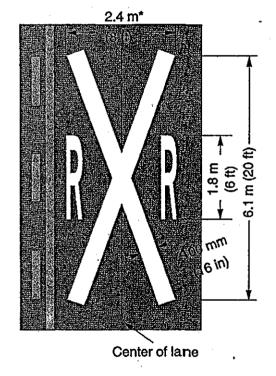


Figure 8B-3. Typical Highway-Rail Grade Crossing Pavement Mærkings



Highway-rail grade crossing alternative (narrow) pavement markings



Highway-rail grade crossing pavement markings

